

Amendment Number 3  
to  
Information Technology Staff Augmentation Contract (ITSAC)  
Contract Number DIR-SDD-2283  
between  
State of Texas, acting by and through the Department of Information Resources  
and  
**ATHOMTECH, INC.**

This Amendment Number 3 to Contract Number DIR-SDD-2283 ("Contract") is between the Department of Information Resources ("DIR") and Athomtech, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract**, is hereby amended as follows:

The term of this Contract is extended through July 31, 2016, or until terminated pursuant to the termination clauses contained in the Contract. There are no renewal remaining. This Contract will expire July 31, 2016.

2. **Appendix A. Section 8. Vendor Responsibilities, B. Taxes/Workers Compensation/UNEMPLOYMENT INSURANCE**, is hereby restated in its entirety as follows:

**B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE**

- 1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.
- 2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED

COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

- 3) Vendor acknowledges the requirements under the Contract for Workers' Compensation Insurance. Vendor represents and warrants that, as of its execution of this Contract, it has no employees. If and as soon as Vendor hires any employees, Vendor will obtain Workers' Compensation Insurance and will provide proof of it to DIR. Vendor recognizes that failure to do so will constitute a default under the Contract.
3. All other terms and conditions of the ITSAC, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 3, then Amendment Number 2, then Amendment Number 1, and then the ITSAC Contract.

**Remainder of page intentionally left blank**

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last party to sign, but in all events no later than July 31, 2015.

**ATHOMTECH, INC.**

**By:** signature on file

**Name:** Sid Mohta

**Title:** President

**Date:** 5/5/15

**The State of Texas, acting by and through the Department of Information Resources**

**By:** signature on file

**Name:** Dale Richardson

**Title:** Chief Operations Officer

**Date:** 5/12/15

**Legal:** 5/7/15